



STATE OF IOWA
REQUEST FOR PROPOSAL

****THIS IS NOT AN ORDER****

RFP:# 005 0707005019
DATE: 09/07/06
Page: 1 of 4
FUNCTION: New
PHASE: Final
ABOVE RFP NUMBER MUST APPEAR ON ALL CORRESPONDENCE.
DUE DATE: 2006-09-28
DUE TIME: 13:00:00

CONTACT

BUYER : JEANETTE CHUPP
Jeanette.Chupp@iowa.gov
5152816288

ISSUER : JEANETTE CHUPP
Jeanette.Chupp@iowa.gov
5152816288

REQUEST FOR PROPOSAL (RFP)

NOTICE: DIRECT ALL QUESTIONS TO THE BUYER LISTED ABOVE. PROPOSAL DOCUMENTS MUST BE SIGNED AND ARRIVE IN AN ENVELOPE MARKED WITH THE RFP NUMBER AND DUE DATE. LATE PROPOSALS WILL NOT BE CONSIDERED. THE STATE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

RFP DOCUMENTS MUST BE SENT BY MAIL OR COURIER SERVICE ADDRESSED TO THE BUYER FOLLOWING:

DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES ENTERPRISE - PURCHASING
HOOVER STATE OFFICE BUILDING, LEVEL A
1305 E. WALNUT STREET
DES MOINES, IA 50319-0105

SOLICITATION DESCRIPTION

Autopsy Supplies and Small Equipment .. Annual Contract.

| | | |
|--|----------------------|--|
| The bidder accepts the following unless otherwise specified: | Approved By: Name | |
| FOB | Company | |
| Payment terms | Address | |
| Bid is valid for 90 Days | City, St, Zip | |
| Delivery Date | Phone | |
| FEIN # | Fax | |



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| LINE NO | QUANTITY / SERVICE DATES | UNIT | COMMODITY / DESCRIPTION | UNIT COST | EXT COST / CONTRACT AMT |
|------------|-----------------------------|------|-------------------------|-----------|----------------------------|
|------------|-----------------------------|------|-------------------------|-----------|----------------------------|

1 46561 \$ \$

Mortuary and Morgue Equipment and Supplies: Embalming Fluid,
Autopsy Supplies and Small Equipment to be provided on an
as-needed basis from November 1, 2006 thru October 31, 2007.
Please review and respond on the attached RFP Forms.



STATE OF IOWA
REQUEST FOR PROPOSAL

RFP:# 005 0707005019

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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification



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TERMS AND CONDITIONS

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

**STATE OF IOWA
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES ENTERPRISE**

**REQUEST FOR PROPOSALS
RFP 0707005019**

**State of Iowa Contract for
Autopsy Supplies and Small Equipment**

The State of Iowa, Department of Administrative Services (DAS), shall be receiving sealed proposals for a contract to provide **Autopsy Supplies and Small Equipment** for the Iowa Dept. of Public Health and the Iowa Medical Examiner's Office. Proposals shall be accepted until 1:00 P.M., local Iowa time on the RFP due date at the State of Iowa, Department of Administrative Services, General Services Enterprise (DAS/GSE), Hoover State Office Building, 1305 East Walnut Street, Des Moines, Iowa 50319-0105. Late proposals, e-mailed proposals and proposals provided on alternate forms shall not be accepted.

See the attached pages for detailed requirements of the Request for Proposal (RFP).

For further information regarding the RFP, refer to RFP0707005019 throughout the competitive acquisition process and contact only the RFP issuing officer:

Jeanette Chupp, C.P.M.
Purchasing Agent III
Iowa Department of Administrative Services (DAS)
General Services Enterprise (GSE)
Hoover State Office Building, Level A
1305 East Walnut Street
Des Moines, Iowa 50319-0105
Phone: 515-281-6288
Fax: 515-242-5974
E-Mail: jeanette.chupp@iowa.gov

During the competitive procurement process vendors and interested parties shall contact ONLY the RFP Issuing Officer.

RFP0707005019 and all Addendums are available electronically at web-site <http://bidopportunities.iowa.gov> or <http://das.gse.iowa.gov/iowapurchasing>.

REQUEST FOR PROPOSAL NO. 0707005019

THIS REQUEST FOR PROPOSAL CONSISTS OF FOUR (4) CHAPTERS

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| 2 | CONTRACTUAL TERMS AND CONDITIONS |
| 3 | SCOPE OF WORK |
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ATTACHMENTS

| | |
|------------------------|---|
| Attachment I: | Proposal Certification Form Complete and return in your Official Proposal |
| Attachment II: | Certification of Confidentiality and Non-Disclosure Complete and return in your Official Proposal |
| Attachment III: | Certification of Independence / No Conflict of Interest Complete and return in your Official Proposal |
| Attachment IV: | Vendor's Response Form (2-Pages) Complete and return in your Official Proposal |
| Attachment V: | Price Schedule (2-Pages) Complete and return in your Official Proposal |
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REQUEST FOR PROPOSAL NO. 0707005019

CHAPTER I

ADMINISTRATIVE INFORMATION

1.1 PURPOSE

Through a competitive procurement process, we intend to award an annual contract to provide a wide variety of Autopsy Supplies and Small Equipment. All autopsy supplies and equipment shall be supplied strictly on an as-needed basis.

1.2 BACKGROUND

The State does not currently utilize a contract to purchase autopsy supplies and small equipment. Records indicate the last contracts issued for these types of supplies expired on March 31, 2006. Prior to that time we utilized the following annual contracts:

CT2613-THX, with Thermo Electron North America.

This provided autopsy supplies at Shandon Buying Group (SBG) Discount and records indicate both contract and non-contract expenditures with Thermo Electron North America totaled approximately \$30,000 in the past 12-months.

CT2613-MOX with Mopec, Inc.

This provided autopsy supplies at ten percent (10%) discount from the current catalog and records indicate both contract and non-contract expenditures with Mopec, Inc. totaled approximately \$7,900 in the past 12-months.

The State reserves the right to purchase similar products/services under separate individual bids, Targeted Small Business Contracts or under other programs or competitive bids which may be more cost beneficial or may be necessary due to changes in prevailing conditions.

1.3 OBJECTIVES OF THE RFP

- A. Provide detailed data necessary for preparation of competitive proposals by qualified vendors. Provide a fair and objective procurement process.
- B. Result in contract(s) between the successful vendor(s) and the State of Iowa on behalf of the State of Iowa Facilities, State of Iowa Agencies and Departments, and political sub-divisions (Iowa cities, counties and school districts).

1.4 INQUIRIES

- A. All inquiries concerning this RFP shall be submitted in writing, only to the issuing officer: Jeanette Chupp, Iowa Dept. of Administrative Services, General Services Enterprise, Hoover Building - Level A, 1305 East Walnut Street, Des Moines, Iowa, 50319 at Fax: 515-242-5974 or E-mail Address: Jeanette.Chupp@iowa.gov
- B. During the procurement and evaluation process Vendors shall contact only the issuing officer regarding this RFP. Discussing the RFP with any other State employee until the State issues a "Notice of Intent to Award" may result in disqualification.

- C. In NO CASE shall verbal communications override written communications released by the Issuing Officer in the form of formal Addendum(s) to the RFP. Only written communications shall be binding on the State.
- D. The State assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a legal contract, unless such representations are specifically incorporated into this RFP or written Addendum(s) to the RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in Addendum(s). Any information provided by the Vendor verbally shall not be considered part of that Vendor's proposal.

1.5 SCHEDULE OF EVENTS (ALL TIMES LISTED ARE LOCAL IOWA TIMES)

| Date | Activity | Comment |
|---------------------------|---|---|
| Sept. 7, 2006 | Release RFP and Advertise RFP | RFP released to prospective Vendors and posted on the DAS/GSE Web-Site. |
| Sept. 19, 2006 | Vendor's written questions and/or requests to receive addendums via e-mail are due by 1:00 p.m. | Written questions and/or requests to receive Addendum's via e-mail shall be delivered to Jeanette Chupp at Fax: 515-242-5974 or E-Mail Address: jeanette.chupp@iowa.gov |
| Sept. 20, 2006 | State shall respond to pertinent questions on or before this date. | State's response to pertinent questions shall be released in the form of addendum(s) |
| Sept. 28, 2006 | Proposal Due Date/Time: on or before 1:00 P.M., local Iowa time | Proposals shall be accepted by DAS/GSE, on or before 1:00 P.M., local Iowa time. |
| Sept. 28, 2006 | Proposals shall be opened and Vendors listed on an Abstract Form | Vendors who submitted proposals shall be faxed or e-mailed a copy of the Abstract Form. |
| Sept. 29 to Oct. 6 | Proposals evaluated and awarded | |
| Oct. 9, 2006 | A Notice of Intent to Award shall be issued by DAS/GSE | The "Notice of Intent to Award" shall be released via fax or e-mail to all Vendors who submitted proposals |
| Oct. 16, 2006 | State Contract form shall be released to the awarded Vendor. | State Contract Form shall be provided to the awarded Vendor for signature. |
| Nov. 1, 2006 | Signed Contract Form shall be returned by the awarded Vendor. | The awarded Vendor shall return the signed State Contract Form to DAS/GSE. Vendor forms shall NOT be accepted. |

1.6 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, and must address the requirements provided in Chapter III and Chapter IV to aid proposal evaluation.

1.7 AMENDMENT(S) TO THE RFP AND PROPOSAL RESPONSE PACKAGE AND WITHDRAWAL OF PROPOSALS

The State reserves the right to amend the RFP at any time by issuing written Addendum(s). The Vendor shall acknowledge receipt of all Addendum(s) in **Attachment I**.

The Vendor may amend their proposal response package at any time prior to the proposal due date/time. The amendment(s) shall be in writing, signed by the Vendor and received prior to the proposal due date/time via mail, courier or in-person. Faxed or e-mailed proposal response package amendment(s) shall not be accepted.

Upon written notice to the Issuing Officer, Vendors may withdraw, modify, or resubmit proposals at any time prior to the time set for the receipt of proposals via mail, courier or in-person. Faxed or e-mailed requests to withdraw proposals shall not be accepted.

1.8 REJECTION OF PROPOSALS

The State reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty. The State shall not pay for any information herein requested, and is not liable for any costs incurred by the vendor. Any proposal may be rejected outright and not evaluated for any one of the following reasons:

- a) The Vendor fails to deliver the proposal response package on or before the proposal due date and time.
- b) The Vendor fails to deliver both the proposal and the required catalog/price lists.
- c) The Vendor's response limits the rights of the State of Iowa.
- d) The Vendor fails to respond to request(s) for information.
- e) The Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- f) The Vendor's proposal is not signed by an officer of the Vendor's firm.
- g) Vendor initiates unauthorized contact regarding the RFP with state employees.
- h) Vendor submits a proposal which is not compliant with the RFP requirements.
- i) Vendor provides misleading/inaccurate information in their RFP response

1.9 DISCLOSURE OF PROPOSAL CONTENT

The laws of the State of Iowa require at the conclusion of the RFP evaluation process after a "Notice of Intent to Award" is released, the contents of "public copies" of all proposals be placed in the public domain and open to inspection by interested parties. Trade secrets or proprietary information recognized as such and protected by law may be withheld if clearly identified as such in the proposal. Note: Pricing information and discount schedules shall not be considered proprietary information under any circumstances.

1.10 PROPOSAL OBLIGATIONS

The contents of the proposal response package and any clarifications thereto submitted by the successful vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.11 DATE, TIME AND PLACE TO SUBMIT PROPOSAL RESPONSE PACKAGE

The Official Proposal Response Package shall be completed in the proposal format set forth in RFP Chapter 4. The Official Proposal Response Package, shall be delivered in hard-copy on or before the time and date set for receipt of proposals in RFP Section 1.5 "Schedule of Events" to the RFP Issuing Officer:

Jeanette Chupp, Purchasing Agent III
Iowa Department of Administrative Services, General Services Enterprise
Hoover State Office Building – Level A,
1305 East Walnut Street, Des Moines, Iowa 50319-0105

Late proposals, faxed proposals, e-mailed proposals and proposals submitted on alternate Vendor forms shall not be considered.

1.12 CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submission of a response to this RFP, the Vendor certifies the proposal was developed independently. The Vendor also certifies no relationship exists or shall exist during the contract period between the Vendor and the State that interferes with fair competition or is a conflict of interest. The State reserves the right to reject a proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the State.

1.13 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIALITY

- A. Before the Notice of Intent to Award is issued all details of proposals and scoring shall remain confidential. Upon issuance of a Notice of Intent to Award all proposals and award scoring immediately become public information. The release of information by the State to the public is subject to Iowa Code Chapter 22 or other applicable law. Vendors are encouraged to familiarize themselves with these provisions prior to submitting a proposal. The State may treat all information submitted by a Vendor as public information unless the Vendor properly requests specific information be treated as confidential at the time of submitting the proposal.
- B. Any documents submitted which contain confidential information shall clearly indicate on each page what information is confidential. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this manner.
- C. In addition to marking the proposal information as confidential material where it appears, the Vendor shall submit one hard copy, of the Official Proposal marked **'Public Copy'** from which all confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. The 'Public Copy' shall available be available for public inspection after a "Notice of Intent to Award" has been released by the Issuing Officer. Note: Failure of the Vendor to provide a "Public Copy" shall be accepted as offering the "Original Copy" as also the "Public Copy".

- D. The entire proposal shall NOT be marked confidential. Only those sections that meet the criteria in Iowa Code Chapter 22 for confidentiality may be marked confidential.
- E. The Vendor's failure to request confidential treatment of material pursuant to this section and the relevant laws and administrative rules shall be deemed by the State as a waiver of any right to confidentiality.

1.14 PROPOSAL PROPERTY OF THE STATE

All proposals become the property of the State of Iowa and shall not be returned to the Vendor(s). At the conclusion of the selection process, the contents of all proposals shall be placed in the public domain and be opened to inspection by interested parties subject to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

1.15 PROPOSAL EVALUATION AND AWARD

The Department of Administrative Services reserves the right to award a contract to the Vendor who demonstrates the best value. The successful vendor shall be determined using a RFP Evaluation Process as defined in Chapter 4. The contract resulting from this RFP shall not be awarded to the Vendor with the lowest prices. Instead, this contract shall be awarded to the compliant Vendor who has the greatest value as determined by the evaluation process defined in Chapter 4.

1.16 GRATUITIES

The laws of the State of Iowa prohibit the offering, promising, or giving anything of value or benefit to a state employee with the intent to influence the employee's acts, opinion, judgment or exercise of discretion with respect to the employee's duties. Evidence of violations of this statute shall be turned over to the proper prosecuting attorney. Attn: The Department of Administrative Services provides reimbursement to employees for their transportation, lodging, meals and expenses deemed necessary for this project.

1.17 IOWA STATUTES AND RULES

Chapter 8A, Code of Iowa, and Section 411 Iowa Administrative Code, contain policies and procedures for the State of Iowa procurement under which this RFP is issued. The terms and conditions of the RFP and the resulting contract or activities based upon the RFP shall be construed in accordance with the laws of Iowa. Where statutes and regulations of the United States Government are referenced herein, they shall apply to this RFP and the resulting contract. Whenever differences exist between federal and state statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the State of Iowa.

1.18 SIGNATURE OF OFFERER'S AGENT

The offer made by technical proposal, and any clarification to that proposal, shall be signed by an officer of the firm or a designated agency empowered to bind the firm in a contract.

1.19 COPY RIGHTS

By submitting a proposal the Vendor agrees the State may copy the proposal for the purposes of facilitating the evaluation or to respond to requests for public records. The vendor consents to such copying by submitting a proposal and warrants that such copying shall not violate the rights of any third party. The State shall have the right to use ideas or adaptations of ideas, which are presented in the proposals.

1.20 CONTRACT ADMINISTRATOR (CA)

Jeanette Chupp, Purchasing Agent, shall be the Contract Administrator for this project. Vendors are reminded to contact only the RFP Issuing Officer during the procurement process. Do not contact other employees of the State.

1.21 ADMINISTRATIVE AND PERFORMANCE REQUIREMENTS

The Vendor's project representative shall meet on an as-needed basis in-person or over the phone with the Medical Examiner's staff or the contract administrator to review performance, accountable government act requirements and contract progress.

1.22 VENDOR COMMUNICATION

Vendors are advised the State shall not consider allegations of lack of qualification or of impropriety made or initiated by any vendor concerning another vendor. Inclusion of such information in the RFP response or communication of such information to any state official(s), state staff or its contractors after release of this RFP and prior to award may be grounds for disqualification and/or termination of any contract awarded. This clause in no way limits the right to file a protest or appeal under the laws or rules of the State of Iowa.

1.23 RELEASE OF CLAIMS

With the submission of a proposal, each Vendor agrees it shall not bring any claim or have cause of action against the State of Iowa based on any misunderstanding concerning the information provided herein or concerning the State's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

1.24 VENDOR QUALIFICATION REQUIREMENT (Please register now!)

- A. Prior to execution of a contract the successful Vendor shall be qualified to do business with the State of Iowa. To qualify, the successful Vendor shall register with the Department of Administrative Services at web site <http://das.gse.iowa.gov/lowapurchasing> and "click" on Vendor Registration Process and Forms, and with The Secretary of State as applicable at web site <http://www.sos.state.ia.us> and "click" on "Business Center".
- B. Accounting System Audit – Prior to signing a service contract which exceeds \$150,000, the Department of Revenue shall obtain from the Auditor of State a certification stating the vendor/contractor has an accounting system adequate to effect

compliance with the terms and conditions of the contract. The vendor/contractor may be required to submit to an audit, if necessary, and shall pay for the audit. Ref: Iowa Code Section 11.36. (see web site <http://www.legis.state.ia.us/IACODE/2003SUPPLEMENT/11/36.html>)

1.25 MISCELLANEOUS

- A. The State reserves the right to accept or reject any part of any proposal and to accept or reject any or all proposals without penalty.
- B. The State reserves the right to waive minor deficiencies and informalities if, in the sole judgment of the State, the best interest of the State shall be served.
- C. The State reserves the right to make a written request for additional information from a vendor to assist in understanding or clarifying a proposal. Any information received shall not be considered in the evaluation of the Vendor's proposal if it materially alters the content of the proposal.
- D. The terms and provisions of this RFP shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this RFP shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum.
- E. Targeted Small Business firms are encouraged to submit proposals or become involved as sub-contractors. The Iowa Department of Inspections and Appeals administers the Targeted Small Business (TSB) Program. Only businesses which meet the requirements of the program and are approved and certified by the Iowa Department of Inspections and Appeals are considered Targeted Small Businesses for purposes of this RFP. Questions concerning the TSB Program should be directed to the Iowa Department of Inspections and Appeals, TSB Program Manager at phone 515-281-7357 or refer to web-site <http://www.state.ia.us/government/dia>

CHAPTER II
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REQUEST FOR PROPOSAL NO. 0707005019

CHAPTER II

CONTRACTUAL TERMS AND CONDITIONS

2.0 EFFECTIVE DATE

This Agreement is effective the 1st day of November, 2006, (or whenever a contract is signed, whichever comes first).

2.1 ELEMENTS OF AGREEMENT

- A. These contractual terms and conditions relate to RFP0707005019 for a contract to provide a Autopsy Supplies and Small Equipment identified in this RFP. As used herein, the following terms are defined as follows:
- Contract Administrator (CA) means the primary point of contact for the State.
- Vendor means the business entity (corporation, partnership, sole proprietorship, and joint ventures) performing services for and on behalf of the State under this Agreement and includes the Vendor's agents, representatives, joint ventures, partners, subcontractors, and employees.
- Autopsy Supplies and Small Equipment (at a minimum) consists of all the following product categories:
- Dissection Instruments** such as: scalpels, scissors, forceps, saws, cutters, shears, hammers, osteotomes, knives, probes, needles, syringes, sharpeners and instrument care supplies.
- Autopsy Accessories** such as: autopsy saws/vacuums/blades/scales, specimen containers, cadaver pouches, dissecting tables/boards, head rests, lighting, carts, reach-in and/or under-counter refrigerators and freezers
- Histology** such as water flotation baths, staining dishes and slide storage
- Fume Handling** such as exhaust hoods, grossing stations, tissue storage & transport
- Grossing Workstations such as total-draft, dual-draft, island workstations
- Autopsy Sinks, Tables and Carts** such as wall-mounted autopsy sinks, autopsy carts, x-ray carriage, embalming workstations and autopsy tables.
- Dissection Tables** such as dissection carts and tables, and tanks.
- Transport and Handling** such as cadaver carriers and transporters, storage racks, body trays, and mortuary racks.
- Necropsy Equipment** such as necropsy tables
- Note: Morgue Refrigerators are specifically excluded from this contract.
- Note: Lab Furniture and Casework are specifically excluded from this contract.
- B. The term of the resulting Agreement shall be for one (1) year, from the date of implementation of the Agreement, except as otherwise provided herein. At the sole discretion of the State, the Vendor(s) may be granted an extension, or extensions, of the Agreement for a term, or terms not to exceed three (3) additional years from the date of expiration of the initial term of the Agreement. If the State elects to grant an extension(s) to the Vendor, it shall do so in writing not later than sixty (60) days prior to the expiration of the original term of this Agreement.

- C. The State shall pay the Vendor monthly, within the period of time provided for by applicable state statute, after receipt of Vendor's invoice for the materials provided and services rendered by the Vendor in the prior calendar month. The payment shall be subject to any adjustments pursuant to the terms and conditions as stated in this Agreement. The Vendor shall generate an invoice which indicates the information necessary to pay the Vendor for its activities in the prior calendar month and which shall be subject to the State's review and verification. We reserve the "option" to pay in alternate schedules or in alternate form via the State Mastercard Procurement Card. The Vendor shall not require all payments be made via the Procurement Card however, the Vendor may offer an additional prompt payment discount on Procurement Card payments to make it a more attractive form of payment. The payment specified above are the only payments for which the State is obligated under this Agreement, except as provided in RFP Section 2.1, Sub-Section D.
- D. The Vendor shall not be reimbursed for any other costs, taxes or obligations of the Vendor associated with the provision of services requested under the RFP, except as agreed upon by the parties and incorporated herein.
- E. The Vendor shall utilize its best efforts to implement the resulting contract and provide the products and services required by the RFP as soon as the State notifies the Vendor they may commence service. The State reserves the right to accelerate or postpone any project provided the State gives the Vendor reasonable notice of the State's intention to accelerate or postpone any project.
The Vendor acknowledges the Department of Administrative Services has contracts with other vendors for provision of medical products and services which are closely associated with autopsy supplies and shall run concurrently with this project.
The Vendor acknowledges Iowa law permits the Department of Administrative Services and other state agencies contracting opportunities not available to the Vendor or that supersede this contract. It shall not be considered a default by the State or a termination of this Agreement for the State to enter into other contracts with other vendors, or for the Department of Administrative Services and the other state agencies to pursue other projects when it is judged to be in the best interest of the State.
- F. The following documents containing specifications for products and services requested under RFP 0707005019 and this Agreement are listed below:
1. This Agreement together with any exhibits, attachments or addenda, or project plans attached hereto and incorporated herein by reference.
 2. The Vendor's Cost Proposal in response to RFP 0707005019 attached hereto and incorporated herein by reference.
 3. RFP 0707005019, including any and all addenda, tables, exhibits and appendices, and the Vendor's Response to the Request for Proposal, incorporated herein by reference as if set forth fully in this Agreement.
- In the event of a conflict among the incorporated or attached documents, the order of precedence shall be as set forth above.
- G. Vendor's proposal (as agreed between State & Vendor) including the price schedules are hereby accepted and Vendor's performance shall conform to such proposal.

- H. Changes in provisions of this Agreement shall be made in writing signed by all parties.
- I. This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding this Agreement shall not be binding upon either party except to the extent incorporated herein. Both parties in writing must agree upon any modifications to this Agreement.
- J. The Vendor's Response to the RFP is hereby accepted and the Vendor's performance shall conform thereto. All of the Vendor's exceptions to the RFP are hereby denied and shall be considered inapplicable to this Agreement except those described below

2.2 DELIVERY, INSTALLATION AND READINESS TO PERFORM

- A. The Vendor shall, immediately upon execution of this Agreement, prepare to provide autopsy supplies as requested under the RFP.
- B. The State shall not be obligated for payments under this Agreement until the State accepts products and/or services from the Vendor.
- C. If the Vendor fails to make timely, substantial and material progress toward delivery of products and services necessary to satisfy this project by the date(s) specified herein, the State may, in its sole discretion, terminate the Agreement with the Vendor following notice of default and opportunity to cure as provided in RFP Section 2.6.

2.3 FACILITIES AND PERSONNEL

- A. The Vendor shall not conduct any activity on the State's property or use the State's service/equipment/computer systems for the purpose of conducting any other business activity except those activities which relate directly to the Vendor's delivery of products and/or services requested under RFP0707005019.
- B. During the term of this Agreement and any extension thereof the Vendor shall conduct its activities on the State's property in such a manner as to prevent damage to State property and electronic systems. The Vendor shall be permitted access to State property during normal business hours unless otherwise agreed by both parties.
- C. The Vendor shall permit the State, or its designated agent, reasonable access to this project for the purpose of observing and inspecting this project and its operation.
- D. During the term of this Agreement, all parties shall determine the specific delivery and/or installation schedule for the orderly completion of any project requirements to be scheduled concurrently with other state projects.
- E. If the Vendor and state representative(s) determine, pursuant to an established delivery schedule, any additional service is necessary, the State shall determine the most cost effective method for obtaining the necessary service

- F. In the event changes, modifications or alterations to the contract operating systems become necessary during the term of the Agreement or any extension thereof to permit the State to operate efficiently and effectively, the Vendor and the State shall negotiate the most cost effective method of obtaining the necessary changes, modifications or alterations. At the expiration of the Agreement and any extension thereof or at the termination of the Agreement, legal and equitable title to and ownership of any changes, additions, modifications and alterations of the systems shall vest in the State.
- G. During the term of this Agreement and any extension thereof, the Vendor shall employ an adequate number of trained and competent personnel so as to provide support service(s) for the products/services detailed herein, on an uninterrupted basis.

2.4 ACTS OF GOD (FORCE MAJEURE)

The Vendor shall not be considered in default under any provision of this Agreement if performance is delayed or made impossible by any causes beyond the control of and without the fault of the Vendor, including, but not limited to: acts of God, fires, floods, severe weather, epidemics or any other natural disaster, embargoes, or quarantines.

2.5 ASSIGNMENT OF AGREEMENT OR ASSIGNMENT OF DEBT

The Vendor shall not assign this Agreement to another person or entity without the prior written consent of the State, nor substitute subcontractors without the prior written consent of the State, which consent shall not be unreasonably withheld.

2.6 DEFAULT; REMEDIES OF STATE

- A. The State declares, and the Vendor acknowledges, time is of the essence in the performance by the Vendor of the projects requested under this Agreement.
- B. The State may declare the Vendor in default of its obligations under this Agreement for any of the following reasons:
 - 1. Failure of the Vendor to meet reasonable delivery schedules.
 - 2. Failure by the Vendor to substantially and materially conform to RFP0707005019 specifications and Vendor's response to RFP0707005019.
 - 3. A breach of any term of this Agreement.
 - 4. Non-performance of this Agreement.Except as provided elsewhere herein, the State shall issue a written notice of default providing the Vendor with a fifteen-day period in which the Vendor shall have an opportunity to propose a plan to cure which is acceptable to State, provided that cure is possible and feasible. Time allowed for cure of default shall not diminish or eliminate the Vendor's liability for liquidated damages.
- C. If after opportunity to cure the default remains, the State may exercise any remedy provided by law or terminate the agreement.

- D. A breach of this Agreement as the result of a subcontractor's conduct, negligence or failure to perform, shall not excuse the Vendor from the provisions of this section.
- E. Should the State obtain a money judgment against the Vendor as a result of a breach of this Agreement, the Vendor consents to such judgment being set-off against moneys owed the Vendor by the State under this Agreement or any other Agreement between the Vendor and the State.
- F. Amounts due to the State may be deducted by the State without a judgment or any court action from any money payable to the Vendor pursuant to this Agreement or any other Agreement between the Vendor and the State. The State shall notify the Vendor in writing of any claim for any damages on or before the date the State deducts such sums from money payable to the Vendor.

2.7 DEFAULT; REMEDIES OF VENDOR

Should the Vendor consider the State to be in default of its obligations, the Vendor shall issue a written notice of default providing therein for a fifteen (15) day period in which the State shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the Vendor may exercise any remedy provided by law.

2.8 TERMINATION DUE TO NON-APPROPRIATION

Notwithstanding any other provision of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are, at any time, not forthcoming or are insufficient, either through the failure of the State to appropriate funds, or through discontinuance or material alteration of the program for which funds were provided, the State shall give the Vendor written notice as soon as practicable documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Agreement shall terminate on the last day of the fiscal year for which appropriations were available. However, in the event that an appropriation or other funding to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this section, the State agrees to re-enter the Agreement with the terminated Vendor under the same provisions, terms and conditions as the original Agreement.

2.9 TERMINATION FOR CONVENIENCE

- A. The State may terminate this Agreement for convenience for any reason upon sixty (60) days written notice to the Vendor of the State's intent to terminate.
- B. The Vendor may terminate this Agreement for convenience for any reason upon sixty (60) days written notice to the State of the Vendor's intent to terminate.

2.10 REMEDIES OF THE VENDOR IN THE EVENT OF TERMINATION FOR NON- APPROPRIATION OR TERMINATION FOR CONVENIENCE

In the event of termination of this Agreement due to non-appropriation under Section 2.8 above, or for convenience pursuant to Section 2.9 above, the Vendor's sole and exclusive remedy is to recover and possess its own equipment.

2.11 VENDOR DUTIES

- A. The Vendor warrants no person or selling agency has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents retained for the purpose of securing business.
- B. The Vendor shall comply with the applicable provisions of federal, state and local laws and regulations to insure no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. The Vendor shall have an affirmative action plan on file.
- C. In the event the Vendor utilizes subcontractors for the purpose of fulfilling its obligations under this Agreement, all such subcontractors shall be procured with appropriate attention to the principles of quality of service and workmanship.
- D. If the Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally responsible for fulfilling the activities and obligations of this Agreement, and for any default under this Agreement.
- E. The State declares and the Vendor acknowledges the Vendor may be provided access to confidential information while performing duties under this Agreement. Any information made available shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as required in the performance of this Agreement, and subject to the terms and conditions contained in the Agreement.
- F. The Vendor's technically trained service representative shall, at its sole cost and expense including travel expenses if applicable, meet with the Contract Administrator and/or State Facility Representatives during the term of the resulting Agreement or any extension thereof to review the satisfactory operation of the equipment/services and provide warranty service and/or upgrades as applicable.

2.12 INDEMNIFICATION; CONSEQUENTIAL AND INDIRECT DAMAGES

The Vendor shall indemnify and hold harmless the State, its officials, agents and employees, from and against any and all claims, damages, losses, settlements, judgments, costs and expenses, including attorney's fees (collectively damages), arising solely out of or resulting from the Vendor's performance or attempted performance of its obligations under this Agreement; claims for infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from the design of the project; and, any violation of this Agreement, provided however, that any such

Damages are caused in whole or in part by an intentional or negligent act or omission by the Vendor, any subcontractor, agent, representative or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Vendor shall indemnify and hold harmless the State, its officials, agents and employees, from and against any and all claims by an employee of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

2.13 PROPERTY DAMAGE

The Vendor shall exercise its best efforts to prevent damage to property of the State in the course of performing its obligations under this Agreement. The Vendor shall replace or pay replacement costs of any property damaged by its operations. The Vendor shall restore damaged property to its condition prior to the damage at the sole expense of the Vendor. The State may elect in its sole discretion to repair or cause to have repaired any such property damaged by the Vendor and shall bill the Vendor the actual costs and expenses of such repair or replacement. The actual costs and expenses of any such repair or replacement may be deducted from payment to the Vendor until the actual costs and expenses have been paid in full. Such restoration shall be complete when judged satisfactory by the State.

2.14 SAFETY OF PERSONS AND PROPERTY

The Vendor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

All employees on any job site and all other persons who may be affected thereby.

The public, including the State's staff and employees.

All the property and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Vendor or any of its subcontractors.

Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and other improvements.

2.15 OBLIGATIONS BEYOND AGREEMENT TERM

All obligations of the State and the Vendor incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the expiration, termination or cancellation of this Agreement.

2.16 AUTHORIZATION. Each party to this Agreement represents & warrants to the other:

It has the power and authority to perform its obligations under this agreement.

It has taken all requisite action (corporate/statutory/otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

2.17 MISCELLANEOUS

- A. This Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Agreement shall only be commenced in Polk County, Iowa, District Court or in the United States District Court for the Southern District of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State.
- B. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall be valid and enforceable.
- C. Failure of the State at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.
- D. The parties agree to execute any additional documents necessary to effectuate this Agreement within thirty (30) days or less after their receipt.
- E. There shall be no substitutions of materials or services specified herein without the prior written consent of the State.
- F. The Vendor shall be responsible for the performance of any subcontractors who are retained by the Vendor in the performance of this Agreement.

2.18 ACCOUNTABLE GOVERNMENT ACT

The terms of the Accountable Government Act provided herein in Attachment VI, shall apply to any contract resulting from RFP0707005019. Under a resulting contract, Accountable Government Act Measures shall apply as follows: In the event any formal written complaint supplied to the Vendor in writing by a State Facility's Business Office with a reasonable requested resolution is **not acknowledged and satisfactorily resolved within 15 calendar days after it's receipt, a \$10 credit** shall be applied to the next invoice (of the affected individual State Facility).

2.19 EQUAL PRICING / DISCOUNT

Whenever there is a reduction in price, which is lower than the contract price offered to similarly situated customers contracting for the same period and under the same terms and conditions, said reduction shall be offered equally to all participating state departments/agencies/facilities/political sub-divisions.

2.20 MAXIMUM PRICING

All discount schedules offered herein against current catalogs and/or price lists shall remain firm for the life of the contract and define the MAXIMUM contract pricing. Current Catalogs and Price Lists against which a discount is offered shall remain firm for a minimum of one (1) year, and thereafter are subject to change semi-annually

upon the publication of a new current published catalog or price list. A copy of any new current catalog/price lists shall be provided to the Contract Administrator a minimum of 15-calendar days prior to the implementation date of the change. Any price changes shall be substantiated by firm proof of market conditions which have changed the industry and confirm the same percentage of increase/decrease.

NOTE: Fuel surcharges or other fees for unique market areas shall not be invoiced under a resulting contract.

CHAPTER III
SCOPE OF WORK
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- 3.1 Background**
- 3.2 State Facilities and Other Locations**
- 3.3 Past Use of Autopsy Supplies and Small Equipment**
- 3.4 Technical Requirements and Services**

REQUEST FOR PROPOSAL NO. 0707005019

CHAPTER III

SCOPE OF WORK

3.1 BACKGROUND

The Iowa Department of Administrative Services utilized Contract CT2613 for autopsy supplies with Thermo Electron and Mopec, Inc. for the period of April 1, 2005 thru March 31, 2006. Copies of these contracts are provided in Attachment VII. It is our intent to issue one (1) single contract from this procurement for Autopsy Supplies and Small Equipment.

3.2 STATE FACILITIES AND OTHER LOCATIONS

The resulting contract shall be available specifically to the Iowa Department of Public Health, **Medical Examiner's Office, 2250 South Ankeny Boulevard, Ankeny, Iowa, 50021.**

The Medical Examiner's Office shall be the major user of the resulting contract, however, in addition to the Medical Examiner's Office, the resulting contract shall also be available to the following State of Iowa Facilities and Political Sub-Divisions of the State of Iowa.

State of Iowa Facilities include:

Anamosa State Penitentiary, 406 North High Street, Anamosa, Iowa 52205
Cherokee Mental Health Institute, 1251 West Cedar Loop, Cherokee, Iowa, 51012
Clarinda Correctional and Mental Health Institute, 18000 N. 16th Street, Clarinda, Iowa, 51632
State Training School, 3211 Edgington Avenue, Eldora, Iowa, 50027
Fort Dodge Correctional Facility, 1550 L Street, Ft. Dodge, Iowa 50501
Iowa State Penitentiary, 31 Avenue G., Fort Madison, Iowa, 52627
Glenwood Resource Center, 711 South Vine Street, Glenwood, Iowa, 51534
Independence Mental Health Institute, 2277 Iowa Avenue, Independence, Iowa, 50644
Iowa Veterans Home, 1301 Summit Street, Marshalltown, Iowa, 50158
Iowa Correctional Institute for Women, 300 Elm Avenue SW, Mitchellville, Iowa, 50169
Mt. Pleasant Correctional/Mental Health Institute, 1200 E. Washington, Mt. Pleasant, IA 52641
Newton Correctional Facility, 307 South 60th Avenue West, Newton, Iowa, 50208
Iowa Medical & Classification Center, Highway 198, Oakdale, Iowa, 52340
North Central Correctional Facility, 313 Lanedale, Rockwell City, Iowa, 50579
Iowa Juvenile Home, 701 Church Street, Toledo, Iowa, 52342
Woodward Resource Center, 1251 – 334th Street, Woodward, Iowa, 50276

Political Sub-Divisions of the State of Iowa include:

Cities, Counties and School Districts located geographically in Iowa.

3.3 PAST USE OF AUTOPSY SUPPLIES AND SMALL EQUIPMENT

The State does not have a current contract for Autopsy Supplies, therefore exact usage figures are not available, however, we estimate the following dollar values were expended in State Funds to the contracted vendors in the past 12-months:

Thermo Electron Corp...... \$ 30,000, and Mopec, Inc.\$ 7,900.

3.4 TECHNICAL REQUIREMENTS AND SERVICES

- A. The Vendor shall provide all supervision, material and equipment in accordance with these specifications. The resulting contract shall be available strictly on an as-needed basis. Current catalogs and price lists shall be provided by the Vendor at no-charge.
- B. Each State Facility is administered by one (1) single on-site Business Office and shall be invoiced as one (1) single Vendor Account for billing purposes, regardless of what types of autopsy supplies are provided. Note: Central billing is not available.
- C. The Vendor shall provide one (1) single contact or customer service phone/fax/e-mail address to which all orders and complaints/problems can be addressed. Each complaint/problem which is supplied to the Vendor in writing by a State Facility Business Office with a reasonable requested solution shall be acknowledged and resolved within 15 calendar days. In the event any formal written complaint supplied to the Vendor in writing by a State Facility's Business Office with a reasonable requested resolution is not acknowledged and satisfactorily resolved within 15 calendar days after it's receipt, a \$10 credit shall be applied to the next invoice (of the affected individual State Facility). This term shall be applied under the "Accountable Government Act".
- D. Semi-Annual Reporting Requirement: The awarded Vendor(s) shall report to the Dept. of Administrative Services Purchasing Agent the following information:
Name of each Location receiving products
General Category Name of Autopsy Supplies provided to each location
Total Dollar Value of products provided to each location
Grand Total Dollar Value to all locations.
- E. Freight, shipping, or other delivery fees shall not be invoiced under a resulting contract. **Freight Terms shall be FOB Destination** (dock delivery) to any point within the State of Iowa is required and defined as follows:
Freight Terms of FOB Destination – Freight Prepaid, defined as follows:
 - (a.) Title passes to buyer when goods arrive at buyer's location
(Supplier owns good in transit)
 - (b.) Supplier pays freight charges when goods leave his/her dock
(Supplier files freight claims, if any)
 - (c) Supplier bears freight charges
- F. Fuel Surcharges shall not apply to a resulting contract as it pertains to pick-up or delivery of products or services offered herein.
- G. There shall be no minimum or maximum order requirements, no guarantee of the actual usage and no mandatory minimum usage quantities shall be accepted. All products and services shall be ordered strictly on an as-needed basis.
- H. All literature required for the normal use and maintenance of the products or services offered herein shall be provided at no additional charge.

- I. The Vendor may include descriptions of enhancements (additional activities, services, features or upgrades which are not required). Such enhancements shall be OPTIONAL and may be accepted or rejected subsequent to award of the resulting contract. Performance of the contract shall not be dependent upon acceptance or rejection of any optional enhancements proposed by the Vendor.

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CHAPTER IV

PROPOSAL FORMAT AND EVALUATION

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- 4.3 Proposal Evaluation Criteria and Points**
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REQUEST FOR PROPOSAL NO. 0707005019

CHAPTER IV

PROPOSAL FORMAT AND EVALUATION

These instructions prescribe the proposal format and the approach for development and presentation of proposal data. The instructions are designed to insure submission of information essential to understanding and comprehensive evaluation of proposals. Vendors are urged to include any additional information a Vendor deems pertinent. An identifiable tab sheet should precede each numbered/lettered part for ease of reference. Additional identification of any attachment is permissible.

The contents of the Official Proposal Response Package shall be as defined herein. Failure to adhere to these instructions shall be grounds to rule the "Official Proposal Response Package" non-compliant with the requirements of RFP0707005019.

The Official Proposal Response Package shall include the following items:

One (1) original in hard-copy format labeled "ORIGINAL PROPOSAL" and containing all original information and signatures.

One (1) copy in hard-copy format, of the Original Proposal, labeled "Public Copy", from which all confidential information has been excised. If no "Public Copy" is received, the State shall accept your "ORIGINAL PROPOSAL" as also the "Public Copy".

The outside of the "Official Proposal Response Package" shall be clearly labeled with the following information:

- Vendor's Contact Person Name
- Vendor's Contact Person E-Mail Address
- Company Name and Mailing Address
- Project Title: Autopsy Supplies, RFP0707005019
- Proposal Due Date and Time, 1:00 P.M.
- Issuing Officer's Name: Jeanette Chupp, Purchasing Agent III

4.1 GENERAL SECTION OF THE OFFICIAL PROPOSAL SHALL INCLUDE THE FOLLOWING LABELED ITEMS:

| | |
|------------------|--|
| Attachment I - | Proposal Certification Form |
| Attachment II - | Certification of Confidentiality and Non-Disclosure Agreement Form |
| Attachment III - | Certification of Independence and No Conflict of Interest Form |

4.2 MANDATORY REQUIREMENTS SECTION OF THE OFFICIAL PROPOSAL SHALL INCLUDE THE FOLLOWING LABELED ITEMS:

- A. Administrative Information, Chapter I
The Vendor shall provide one positive statement of acceptance of the entire Chapter I., indicating the Vendor has read, understands and complies with each numbered section, if

no deviations are requested. (If deviations are required, each lettered/numbered sub-section shall be listed followed by the Vendor's suggested substitute language).

B. Terms and Conditions, Chapter II

The Vendor shall provide one (1) positive statement of acceptance of the entire Chapter II, indicating the Vendor has read, understands and complies with each numbered section, if no deviations are requested. (If deviations are required, each lettered/numbered sub-section shall be listed followed by the Vendor's suggested substitute language.)

C. Scope of Work, Chapter III

The Vendor shall provide one (1) positive statement of acceptance of the entire Chapter III, indicating the Vendor has read, understands and complies with each numbered section, if no deviations are requested. (If deviations are required, each lettered/numbered sub-section shall be listed followed by the Vendor's suggested substitute language.)

NOTE: Any deviation to the terms and conditions listed in Chapter I., Chapter II., and Chapter III. may be rejected and the contract terms declared mutually acceptable if the deviations requested by the Vendor are not substantive.

- D. Provide a hard-copy of any current published Catalog / Price List against which a discount is offered in **Attachment IV**.
- E. **Attachment IV** – 2-Page Vendors Response Form, completed in the manner requested.
- F. **Attachment V** - 2-Page Price Schedule, completed in the manner requested.

4.3 PROPOSAL EVALUATION

Each proposal shall at a minimum offer **Autopsy Supplies and Small Equipment** in compliance with these specifications. Those which do not shall be ruled non-compliant and not be evaluated further. Proposals which are in compliance with the requirements of this RFP shall be compared to determine which vendor proposals are judged to be the most beneficial to the State of Iowa, per the evaluation steps identified below.

Evaluation Step #1. Each Vendor shall be evaluated as follows:

Up to 80 Points:

Up to 10 Points may be awarded for each of the eight (8) product categories identified in Attachment V. with the largest number of different products available.

Up to 40 Points

Up to 5 points may be awarded for each of the eight product categories identified in Attachment V. with Freight charges of FOB Destination as offered in Attachment IV, and additionally defined in RFP Section 3.4., Sub-Section M..

Up to 10 Points

Up to 10 points for a minimum order amount which does not exceed \$25.00 / order.

Up to 10 Points

Up to 10 points for a web-site which at a minimum can be utilized to view products and specifications of 50% of the products offered herein.

5 Points

Up to 5 points for Semi-Annual Contract Usage Reporting at no-charge.

5 Points

Up to 5 points for financial stability and the provision of Autopsy Supplies to other commercial accounts.

A maximum two (2) Vendors with the highest number of evaluation points in Step #1. shall proceed to be evaluated in Step Number 2.

(In the event of a tie, additional Vendors shall proceed to Evaluation Step. #2.)

Evaluation Step #2.

Each Vendor who proceed to Evaluation Step #2. shall be evaluated by the lowest cost. The cost evaluation shall include the following:

- 1.) Prompt Payment discount offered with payment by the Mastercard State Procurement Card.
- 2.) MANDATORY fee/services which apply to a resulting contract
- 3.) Utilizing the Catalog / Price List Pricing and the discount offered in each product category, at least 2 representative items in each product category.

Evaluation Step #3.

The Vendor with the lowest evaluated cost shall be awarded a primary contract for all product categories on an all-or-none basis.

4.4 EVALUATION PROCESS

- A. The Issuing Officer for the Department of Administrative Services, General Services Enterprise shall receive all "Official Proposal Response Packages" in hard-copy format on or before the proposal due date and time set forth in the "Schedule of Events". Late proposals, e-mailed proposals, faxed proposals and proposals provided on forms printed from any Internet web-site shall not be accepted. Proposals shall be held firm and irrevocable, and may not be withdrawn by prospective Vendors for a period of ninety (90) calendar days following the proposal due date. In the event the State and the awarded Vendor are negotiating an agreement after the ninety (90) days have elapsed or the date on which any appeals relative to this procurement are resolved, whichever is later, the Vendor agrees to hold its offer firm pending execution of an agreement with the State.
- B. The Issuing Officer shall create an "Abstract of Proposals" listing each Vendor who submitted a proposal. This abstract shall be released to all Vendors who submitted proposals timely and shall be made available to the public upon request.
- C. All proposals shall be reviewed for compliance with the proposal format instructions and content instructions as required by RFP0707005019. Those proposals which are not

compliant with the "Proposal Instructions" shall be ruled non-compliant. Those proposals which are compliant with the "Proposal Instructions" shall be evaluated.

- D. Proposals shall be evaluated as identified in RFP0707005019, Section 4.3 Proposal Evaluation.
- E. We reserve the right to make one (1) written request for additional information during the evaluation process, to assist in understanding or clarifying a vendor's proposal. Any information received shall not be considered in the evaluation of the Vendor's proposal if it materially alters the contents of the proposal. At its option, the State may accept any Vendor's proposal as written. Because the State may use this option, each Vendor shall include in their proposal response package all requirements, terms or conditions it may have, and shall not assume an opportunity will exist to add such matters after the proposal response package has been submitted.
- F. At the completion of the evaluation process the RFP Issuing Officer shall release a "Notice of Intent to Award" to all Vendors who submitted timely proposals in response to the RFP. There shall be a five (5) working day period after the date of the "Notice of Intent to Award", during which time any Vendor may discuss the intended award with the State, before a contract shall be further pursued with the awarded Vendor.
- G. A vendor whose proposal has been timely filed and who is aggrieved by the RFP award, may appeal the decision by filing a written notice of appeal (in accordance with 11-Section 105.20 Iowa Administrative Code) to: Mollie Anderson, Director of the Department of Administrative Services, Hoover State Office Building, Level A, Des Moines, Iowa, 50319-0104. Please copy the RFP Issuing Officer. The notice shall be filed within five (5) days of the date of the Notice of Intent to Award, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to FAX #515-242-5974. The notice of appeal must clearly and fully identify each issue being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. The notice of appeal shall not stay negotiations with the apparent successful vendor.
- H. Before the "Notice of Intent to Award" is issued all details of proposals and scoring remain confidential. After the "Notice of Intent to Award" is issued, all proposals and scoring immediately become public information pursuant to section 1.13 After the State has released a "Notice of Intent to Award", the "Public Copies" of all Vendors proposal response packages shall be released for public inspection and review.
- I. If the apparent successful vendor fails to deliver an executed contract on the forms furnished by the Iowa Dept. of Administrative Services within 15 days from the date of award and receipt of a State Contract, the State, in its sole discretion, may cancel the original award and award the contract to an alternate vendor(s).

**Attachment I. RFP 0707005019
PROPOSAL CERTIFICATION FORM**

PROSPECTIVE VENDOR: COMPLETE, SIGN AND SUBMIT THIS CERTIFICATION FORM WITH YOUR TECHNICAL PROPOSAL PACKAGE

PROPOSAL CERTIFICATION FOR RFP0707005019

I certify I have the authority to bind the vendor indicated below to the specific terms, conditions and technical specifications required in the attached RFP0707005019 and offered in this proposal. I understand by submitting this proposal, the vendor indicated below agrees to provide the services which meet or exceed the requirements of RFP0707005019 unless noted in the proposal and at the prices quoted by the vendor/contractor.

I certify the contents of the proposal are true and accurate and the vendor has not knowingly made any false or misleading statements in the proposal.

Signature:

Date:

Printed Name and Title

Name of Vendor Organization

I acknowledge receipt and acceptance of the following formal Addendums to RFP0707005019:
Addendum No. _____, _____, _____, _____, _____.

**Attachment II. RFP0707005019
CERTIFICATION OF CONFIDENTIALITY AND
NON-DISCLOSURE AGREEMENT**

PROSPECTIVE VENDOR: COMPLETE, SIGN AND SUBMIT THIS CERTIFICATION FORM WITH YOUR TECHNICAL PROPOSAL.

**CERTIFICATION OF CONFIDENTIALITY
AND NON-DISCLOSURE AGREEMENT FOR RFP0707005019**

_____(Print Name)

_____(Vendor)

I acknowledge in the performance of responsibilities under a contract my company may acquire or have access to information regarding State of Iowa employees, clients and/or Iowa citizens and such information is designated as "proprietary and confidential".

I acknowledge my company may be subject to significant Federal and State criminal and civil penalties if it misuses or improperly releases / discloses the confidential information it may acquire or have access to.

Therefore, my company agrees not to disclose or misuse such information except for purposes of performing under the resulting contract. If there is doubt over confidentiality, we shall regard it as confidential information. We further agree to adhere to any written procedures and policies with respect to the handling of confidential information.

I understand, acknowledge, and agree this confidentiality and nondisclosure agreement remains in full force and effect after the conclusion, termination or expiration of the contract.

(Signature) Date: _____

**Attachment III. RFP0707005019
CERTIFICATION OF INDEPENDENCE AND
NO CONFLICT OF INTEREST**

PROSPECTIVE VENDOR: COMPLETE, SIGN AND SUBMIT THIS CERTIFICATION FORM
WITH YOUR TECHNICAL PROPOSAL

**CERTIFICATION OF INDEPENDENCE AND
NO CONFLICT OF INTEREST FOR RFP0707005019**

By submission of a proposal in response to RFP0707005019, the vendor certifies (and in the case of a joint proposal, each party thereto certifies) the following:

The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the State who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee. The proposal has been developed independently, without consultation, communication or agreement with any other vendors or parties for the purpose of restricting competition. Unless otherwise required by law, the information in the proposal has not been knowingly disclosed by the vendor and shall not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other vendor. No attempt has been made or shall be made by the vendor to induce any other vendor to submit or not to submit a proposal for the purpose of restricting competition. No relationship exists or shall exist during the contract period between the vendor and the State that interferes with fair competition or is a conflict of interest.

(Signature)

(Date)

Printed Name and Title

Name of Vendor/Organization

Attachment IV. RFP 0707005019
VENDOR'S RESPONSE FORM (2-Pages)

COMPLETE, SIGN AND SUBMIT THIS FORM WITH YOUR OFFICIAL PROPOSAL RESPONSE PACKAGE:

Vendor Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX: _____

E-Mail Address: _____

Authorized Signature: _____

Print Name of Authorized Signer: _____

Title of Authorized Signer: _____

Company Federal Identification Number (FEIN): _____

Payment Terms for paper invoices and checks : _____

Invoices paid via Mastercard State Procurement Card within 5-days or less after receipt of invoice shall receive and additional prompt payment discount of : _____ percent (%)

My company has provided Autopsy Supplies under the same company name and address, to commercial accounts for _____(number) of years.

Customer Service and general support shall be available during normal business hours at:

Toll-Free Phone Number: _____, Regular Phone Number: _____

Toll-Free Fax Number: _____, Regular Fax Number: _____

E-Mail Address: _____

Web-Site Address: _____

This web-site provides the following features and search capabilities: (check and complete):

- _____ Search options by product name, brand or number
- _____ Technical Product specifications (on a minimum of ½ of all products)
- _____ On-Line Ordering and payment by Mastercard Procurement Card

Specify any minimum order dollar value which applies to a resulting contract: \$_____ .

Dunn & Bradstreet Number or information to confirm financial stability: _____

Contract Usage Reporting shall be provided Semi-Annually at no-charge with the following information: (check all which apply):

- ☐ Name of the person who compiled the report and can be contacted for questions.
☐ Summary by product category.
☐ Summary by dollar value sold to individual facility location
☐ Grand Total Semi-Annual dollar value

If the above is not available, specify what alternate reporting is available at no-charge:

In addition to the Iowa Medical Examiner's Office in Ankeny, Iowa, I agree to make the resulting contract available for expenditure of governmental funding to the following governmental entities which are geographically located within the State of Iowa. (check all which apply):

- ☐ State of Iowa facilities, departments, agencies
☐ Political Sub-Divisions of the State of Iowa (cities, counties, school districts)

Specify: Company Ordering Address:

Company Payment Address:

Name: _____

Street Address: _____

PO. Box: _____

City/State/Zip: _____

My company will accept orders **only** if an e-mail address is provided for correspondence, invoicing and other notices required to conduct business (Check one and complete);

- ☐ Yes, my company requires an e-mail address prior to accepting **any** order.
☐ No, we will process orders from customers who supply only phone/fax/mailing address

Freight Terms shall be FOB Destination on all items (as defined in RFP Section 3.4, Sub-Section M.) and freight charges shall not be invoiced to any point within the State of Iowa on regular delivered orders: (check and complete):

- ☐ Yes, we agree.
☐ No, Freight Charges shall be invoiced differently in each product category as we indicated on Attachment V. Price Schedule.

In addition to billing for the products and services requested herein, list all other **MANDATORY fees/services** which shall apply to a resulting contract:

Fee Amount: \$_____ per _____ for product/service: _____

Fee Amount: \$_____ per _____ for product/service: _____

Name of contact person to whom all questions concerning this RFP can be directed including telephone number, fax number and e-mail address:

Attachment V. RFP NO. 0707005019
PRICE SCHEDULE
2-Pages

COMPLETE AND SUBMIT THIS FORM WITH YOUR OFFICIAL PROPOSAL

I agree to provide autopsy supplies in accordance with the terms and conditions of Request for Proposal No. 0707005019 at the discount schedule offered below:

Column #1. Column #2. Column #3. Column #4. Column #5.

| PRODUCT CATEGORY | Number of different products which are available in this individual product category: | Current catalog or price list against which a discount is offered which shall be held firm thru Oct. 30, 2007 and thereafter be subject to change semi-annually. | Discount (from the catalog / price list which shall be held firm for the life of a resulting contract and all renewal periods: | Freight Terms for this individual category or products:: |
|---|---|---|--|---|
| Dissection Instruments: (scalpels, scissors, forceps, saws, cutters, osteotomes, probes, knives, etc.) | Number of different products available in this individual product category: _____ | Current Catalog/Price List Publication Date: _____ Catalog Name: _____ Pricing is firm thru: (date)_____ | Discount Offered from the current Catalog and/or Price List _____ % | Freight terms are accepted per RFP Section 3.4, E: (check one and complete): ___ yes, or ___ no, freight terms are as follows: _____ |
| Autopsy : (autopsy saws, vacuums, blades, cadaver pouches, head rests, lighting, carts, reach-in refrigerators, etc.) | Number of different products available in this individual product category: _____ | Current Catalog/Price List Publication Date: _____ Catalog Name: _____ Pricing is firm thru: (date)_____ | Discount Offered from the current Catalog and/or Price List _____ % | Freight terms are accepted per RFP Section 3.4, E: (check one and complete): ___ yes, or ___ no, freight terms are as follows: _____ |
| Histology Products: (water flotation baths, staining dishes and slide storage, etc.) | Number of different products available in this individual product category: _____ | Current Catalog/Price List Publication Date: _____ Catalog Name: _____ Pricing is firm thru: (date)_____ | Discount Offered from the current Catalog and/or Price List _____ % | Freight terms are accepted per RFP Section 3.4, E: (check one and complete): ___ yes, or ___ no, freight terms are as follows: _____ |
| Fume Handling Products: (exhaust hoods, grossing stations, tissue storage & transport, grossing workstations, etc.) | Number of different products available in this individual product category: _____ | Current Catalog/Price List Publication Date: _____ Catalog Name: _____ Pricing is firm thru: _____ | Discount Offered from the current Catalog and/or Price List _____ % | Freight terms are accepted per RFP Section 3.4, E: (check one and complete): ___ yes, or ___ no, freight terms are as follows: _____ |

| | | | | |
|---|--|--|---|--|
| | | (date)_____ | | _____ |
| Autopsy Sinks, Tables & Carts: (Wall-mounted autopsy sinks, autopsy carts, x-ray carriage, embalming workstations and autopsy tables) | Number of different products available in this individual product category: _____ | Current Catalog/Price List Publication Date: _____ Catalog Name: _____ Pricing is firm thru: (date)_____ | Discount Offered from the current Catalog and/or Price List _____ % | Freight terms are accepted per RFP Section 3.4, E: (check one and complete): ___ yes, or ___ no, freight terms are as follows: _____ |
| Dissection Tables: (dissection tables, carts and tanks) | Number of different products available in this individual product category: _____ | Current Catalog/Price List Publication Date: _____ Catalog Name: _____ Pricing is firm thru: (date)_____ | Discount Offered from the current Catalog and/or Price List _____ % | Freight terms are accepted per RFP Section 3.4, E: (check one and complete): ___ yes, or ___ no, freight terms are as follows: _____ |
| Transport and Handling: (cadaver carriers, transporters, storage racks, body trays and mortuary racks) | Number of different products available in this individual product category: _____ | Current Catalog/Price List Publication Date: _____ Catalog Name: _____ Pricing is firm thru: (date)_____ | Discount Offered from the current Catalog and/or Price List _____ % | Freight terms are accepted per RFP Section 3.4, E: (check one and complete): ___ yes, or ___ no, freight terms are as follows: _____ |
| Necropsy Equipment: (necropsy tables, etc) | Number of different products available in this individual product category: _____ | Current Catalog/Price List Publication Date: _____ Catalog Name: _____ Pricing is firm thru: (date)_____ | Discount Offered from the current Catalog and/or Price List _____ % | Freight terms are accepted per RFP Section 3.4, E: (check one and complete): ___ yes, or ___ no, freight terms are as follows: _____ |

Specify any additional Items/Discounts offered which are optional and may be rejected or accepted by the State:

ATTACHMENT VI. RFP NO. 0707005019
SERVICE CONTRACTING
Accountable Government Act

The Accountable Government Act requires all service contracts include clauses in three interrelated categories:

* Payment terms * Monitoring performance * Reviewing performance

These three (3) clauses shall work in harmony with each other and shall be included in the resulting contract in a form determined by the requesting State Agency.

1. Payment terms

State Agencies need to tie the amount or basis for paying a service provider to the provider's performance under the contract. Type of fees include:

- **Base Fee/At-Risk Fee:** With this type of payment clause, the contract has a total fee that is divided into a "base" fee and an "at-risk" fee. For example, the contract may provide for a maximum total fee of \$100,000. The contract could then be divided into a base fee of 90% and at-risk fee of 10%. The contract would provide that the service provider would receive 90% of the total fee for performing the contract. The remaining 10% of the contract would remain "at-risk", meaning that the service provider would receive the 10% of the total fee if it met the performance criteria described in the contract. As a result, the 10% is used to provide the service provider an incentive to perform well under the contract.
- **Minimum Payment plus Incentives/Disincentives:** With this type of payment clause, you establish some minimum or basic performance criteria that the service provider must meet in order to receive any payment. If the service provider meets these minimum criteria, it is entitled to receive the basic payment provided for in the clause. In addition to the minimum requirements, this type of payment clause provides incentives (and disincentives) for meeting (or failing to meet) additional desired outcomes, outputs, or performance criteria. For example,
 - 1) The contract could entitle the service provider to receive some percentage of a minimum fee as an incentive to meet additional performance criteria.
 - 2) You could provide a maximum incentive fee and pay the service provider the fee if it meets a stated performance criteria (i.e. pay a lump sum incentive fee of \$10,000 if the service provider meets the stated performance criteria)
 - 3) You could establish a maximum incentive fee available and pay the service provider a percentage of that available fee for each performance criteria it meets (i.e. if there is a maximum incentive of \$9,000 available, you could identify three separate performance criteria and pay the service provider \$3,000 for each one of these separate criteria that it meets).

Ideally, disincentives should also be used if the service provider fails to meet performance criteria. Disincentives might include refunding (or withholding) a portion of the fee the service provider would otherwise be entitled to. But you must be careful to avoid disincentives that are so severe they constitute a penalty because contractual penalties are unenforceable.

- **Straight Contingency Fee:** A classic example of a straight contingency fee is when you hire a lawyer to represent you for a personal injury lawsuit and that lawyer agrees that you will only have to pay him/her if you win the case. In government, this could be a consulting contract where the service provider's job is to help find and implement cost savings measures and the service provider will be paid a portion of the money saved.
- **Retainage:** This type of payment clause provides that the agency retain some amount of the payment that the service provider would otherwise be paid to ensure that the service provider meets the performance criteria. The agency will not pay the retained payments if the service provider fails to meet the performance criteria, and this serves as a disincentive for poor performance. The retained amount is paid to the service provider if it meets the stated performance criteria by the end of the contract or some other agreed upon interval.
- **Base Fee plus Contingent Fee:** This type of payment clause provides a base fee that the service provider will receive for performing the contract plus a contingency fee for obtaining outcomes, outputs, or meeting performance criteria. For example, a contract for consultant services to help structure an agency so it will be more efficient and save money might include a payment clause that provides a base fee of \$10,000 to allow the service provider to cover its overhead costs plus a contingency fee of 20% of any cost savings the service provider helps the agency achieve.
- **Other Payment Clauses:** The rules are designed to give agencies flexibility to use other payment clauses if the agency determines that a different payment clause would more effectively tie payment to the service provider's performance and is suitable and appropriate in a particular contract.

2. Monitoring Performance

Agencies need to effectively monitor whether a service provider is actually complying with contract terms and meeting the performance criteria. Keep in mind that monitoring is not going to be performed by lawyers – use common everyday language when possible. Monitoring should be comprehensive, systematic, and well documented. The following are types of monitoring plans described in the rules [401IAC 13.4(2)] means and when it might be appropriate to use it:

- **100 Percent Inspection:** This means that you are going to check 100 percent of the service provider's work under the contract. This type of monitoring might be considered when service provider will be performing tasks infrequently, when there is an easy method for checking all the service provider's work, or when it is imperative that the tasks be performed in accordance with stringent performance criteria (health or safety issues).
- **Random Sampling:** This method means that you are going to check some random portion of the service provider's performance to determine whether the service provider is meeting the performance criteria in that sampling. The method often works well when the service provider is performing recurring tasks.
- **Periodic Inspection:** This method, sometimes called "planned sampling" consist of the evaluation of tasks selected on other than a 100 percent or random basis. It

may be appropriate for tasks that occur infrequently, and where 100 percent inspection is neither required nor practicable.

- **Customer Input:** In this method, you use customers input to evaluate the service provider's performance under the contract. In certain situations where customers can be relied upon to complain consistently when the quality of performance is poor, e.g. dining facilities, building services, customer surveys and customer complaints may be a primary monitoring method, and customer satisfaction an appropriate performance criteria. In all cases, complaints should be documented, preferably on a standard form.
- **Invoices Itemizing Work Performed:** In this method, you carefully review detailed invoices provided by the service provider. This method may be appropriate when invoices provide reliable information to help you determine when the performance criteria have been met.
- **Other Monitoring Plan:** The rules are designed to give agencies flexibility to use another method of monitoring the service provider's performance if the agency determines that a different plan would effectively oversee the service provider's compliance with the contractual requirements of a particular contract.

3. Reviewing Performance

The contract must also include a clause describing methods to effectively review performance of the contract. According to the statute, the review clause should include (but not be limited to) performance measurements. Service contracts need to include practical, workable, objective and precise performance measures. "Performance measures" may include quality, input, output, efficiency, or outcome measures, and are intended to assist you in determining whether performance has been satisfactory. Because the type of services contracted for will vary widely from agency to agency, it is not possible to devise a one-size-fits-all measurement standard. The key is to tailor means of assessing performance to the specific circumstances involved. Rules that define each of the types measure are as follows:

- **Outcome Measures:** means the mathematical expression of the effect on customers, clients, the environment, or infrastructure that reflects the purpose of the service, product, or activity produced or provided.
- **Output measures:** means the number of services, products or activities produced or provided.
- **Efficiency measures:** means unit cost or level of productivity associated with a given service, product or activity.
- **Quality measures:** means a mathematical expression of how well the service, product or activity was delivered, based on characteristics determined to be important to the customer.

Under a resulting contract, Accountable Government Act Measures shall apply as follows:

In the event any written complaint (which is presented to the Vendor in writing with a reasonable requested resolution) is not acknowledged and satisfactorily resolved within 15 calendar days after its receipt, a \$10 credit shall be applied to the next invoice of the affected governmental agency.

ATTACHMENT VII. RFP NO. 0707005019
PREVIOUS AUTOPSY SUPPLIES CONTRACTS
8-Pages



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT2613-MOX 1
EFFECTIVE BEGIN DATE: 04-01-2005
EXPIRATION DATE: 03-31-2006
PAGE: 1 of 4

BUYER :

PAYMENT TERMS (%): DAYS:

VENDOR:

Mopec Inc
21750 Coolidge

Oak Park, MI 48237
USA

VENDOR CONTACT:

NA
PHONE: 248-291-2040 EXT:
EMAIL:
VENDOR #: 38305346600

DESCRIPTION OF ITEMS CONTRACTED

Autopsy and Morgue Supplies at 10% discount from catalog.
Autopsy and Morgue Supplies at 10% discount from current catalog.

RENEWAL PERIODS REMAINING

THRESHOLDS

MINIMUM ORDER AMOUNT:
MAXIMUM ORDER AMOUNT:
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT
588 Public Health, Dept Of

FOB Destination!

TOTAL \$0.00

VENDOR:

APPROVED BY:

Jeanette Chupp, June 8, 2005

THIS MA IS SUBJECT TO THE TERMS
AND CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT2613-MOX 1
EFFECTIVE BEGIN DATE: 04-01-2005
EXPIRATION DATE: 03-31-2006
PAGE: 2 of 4

| LINE NO. | QUANTITY / SERVICE DATES | UNIT | COMMODITY / DESCRIPTION | UNIT COST |
|----------|--------------------------|------|--|------------|
| 1 | 0.00000 | | 41042 Mortuary Furniture: Autopsy Tables, Cadaver Tables, Refrige 10% discount from catalog pricing. | \$0.000000 |
| 2 | 0.00000 | | 46501 Analyzer Equipment, Medical (Not Otherwise Classified) 10% discount from catalog pricing. | \$0.000000 |
| 3 | 0.00000 | | 49090 Testing Instruments (Not Otherwise Classified) 10% discount from catalog pricing. | \$0.000000 |
| 4 | 0.00000 | | 49582 Scales, Laboratory (Animal and Human): Autopsy Scales, Under 10% discount from catalog pricing. | \$0.000000 |
| 5 | 0.00000 | | 4757313 BAGS, BODY (CADAVER) 10% discount from catalog pricing. | \$0.000000 |
| 6 | 0.00000 | | 96286 Transportation of Goods and Other Freight Services Freight Charges applicable for heavy equipment. | \$0.000000 |

BILLING ADDRESS 835
DEPT OF PUBLIC HEALTH
LUCAS BLDG 6TH FLOOR
321 E 12TH ST
DES MOINES IA 50319-0075

SHIPPING ADDRESS GEN
STATE OF IOWA
AGENCIES & FACILITIES



DEPARTMENT OF GENERAL SERVICES - PURCHASING DIVISION
Hoover State Office Bldg., Des Moines, Iowa 50319
INVITATION TO BID

SEALED BID # BD703005049
PAGE 1 OF 2
DUE DATE APR 9, 2003
DUE TIME 3:00 PM

RETURN BIDS TO:
IA DEPT OF GENERAL SERVICES
PURCHASING DIVISION
HOOVER STATE OFFICE BLDG
A-LEVEL
DES MOINES, IA 50319

BUYER JEANETTE CHUPP
PHONE 515-281-6288
VENDOR 38305346600
MOPEC INC
21750 COOLIDGE
OAK PARK MI 48237

NOTICE: CORRESPONDENCE MUST REFERENCE BID NUMBER AND BE DIRECTED TO PA LISTED. BIDS MUST BE ON THIS FORM TO BE CONSIDERED.
BID DOCUMENT MUST BE SIGNED. THE PURCHASING DIVISION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

| LN | COMM CODE | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|----|-----------|----------|------|-------------|------------|----------------|
|----|-----------|----------|------|-------------|------------|----------------|

SEALED BIDS MUST BE SUBMITTED ON BID DOCUMENTS PROVIDED IN HARD-COPY
FROM THE DEPT. OF GENERAL SERVICES, OPERATIONS/PURCHASING DIVISION.
ATTN: BID DOCUMENTS PRINTED FROM ANY INTERNET
WEB-SITE SHALL NOT BE ACCEPTED.

CONTRACT: CT2613, AUTOPSY PRODUCTS AND SUPPLIES
PERIOD: APRIL 15, 2003 THRU MARCH 31, 2004, RENEWABLE FOR 2 YEARS

SPECIFY NAME OF CATALOG OR PRICE LIST OFFERED, WHICH SHALL BE HELD
FIRM THRU OCTOBER 15, 2003:
CATALOG OR PRICE LIST NAME: MOPEC CATALOG
PUBLICATION DATE: 2003

DISCOUNT SCHEDULE WHICH SHALL BE HELD FIRM FOR THE LIFE OF THE
CONTRACT, AND APPLIES TO THE CATALOG OR PRICE LIST SPECIFIED ABOVE:
10 PERCENT DISCOUNT FOR ORDERS WHICH TOTAL FROM \$ ZERO TO \$ 500
10 PERCENT DISCOUNT FOR ORDERS WHICH TOTAL FROM \$ 501 TO \$ 1,000
10 PERCENT DISCOUNT FOR ORDERS WHICH TOTAL FROM \$ 1,001 TO \$ 5,000
10 PERCENT DISCOUNT FOR ORDERS WHICH TOTAL FROM \$ 5,000 OR MORE

10 PERCENT DISCOUNT FOR ORDERS WHICH TOTAL FROM \$ 5,000 OR MORE
FREIGHT TERMS FOR ORDERS UNDER A RESULTING CONTRACT SHALL BE:
(CHECK ONE AND COMPLETE)
XX FOB DESTINATION (NO SHIPPING OR HANDLING CHARGES INVOICED)
FOR ORDERS WHICH TOTAL \$ 111 OR MORE. (all orders)
FOB SHIP POINT (SHIPPING AND HANDLING CHARGES INVOICED)
WITH SHIPPING/HANDLING CHARGES APPLIED IN THE FOLLOWING
MANNER TO EACH ORDER (SPECIFY):

SPECIFY RETURN PRIVILEGES FOR DAMAGED OR DEFECTIVE OR INCORRECTLY
SHIPPED PRODUCTS: MUST NOTIFY MOPEC WITHIN 7 DAYS

SPECIFY PAYMENT TERMS AND METHODS OF PAYMENT ACCEPTED:
- PAYMENT TERMS ON PAPER INVOICES: Net 30
- IS PAYMENT ACCEPTED VIA ELECTRONIC FUNDS TRANSFER(EFT)? YES, NO
- PAYMENT IS ACCEPTED ON THE MASTERCARD PROCUREMENT CARD? YES, NO
- CREDIT CARD OR EFT PAYMENTS SHALL RECEIVE AN ADDITIONAL
NONE PERCENT PROMPT PAYMENT DISCOUNT.

VENDOR 38305346600
MOPEC INC
21750 COOLIDGE
OAK PARK MI 48237



DEPARTMENT OF GENERAL SERVICES - PURCHASING DIVISION
Hoover State Office Bldg., Des Moines, Iowa 50319
INVITATION TO BID

SEALED BID # BD703005049
PAGE 2 OF 2
DUE DATE APR 9, 2003
DUE TIME 3:00 PM

| LN | COMM CODE | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|----|-----------|----------|------|-------------|------------|----------------|
|----|-----------|----------|------|-------------|------------|----------------|

WARRANTY POLICY APPLICABLE TO ALL PRODUCTS SUPPLIED: 1 year

VENDOR FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: 38-3053466
VENDOR ORDERING ADDRESS: VENDOR PAYMENT ADDRESS:

21750 Coolidge Highway 21750 Coolidge Highway
Oak Park MI 48237 Oak Park MI 48237
CUSTOMER SERVICE CONTACT: NAME: Linda Ray PHONE: (800)362-8491 ext 190
FAX: (248)291-3050 E-MAIL: lray@mopec.com
SPECIFY ANY AVAILABLE WEB-SITE WHERE PRODUCTS CAN BE REVIEWED
OR ORDERED: www.mopec.com

1 46500AS 1.00 LOT MEDICAL, AUTOPSY SUPPLIES 10% off list pri

BID RESPONSE PACKAGES MUST INCLUDE:
- THIS 2-PAGE "INVITATION TO BID FORM"
- TWO (2) COPIES OF THE CATALOG OR
PRICE LIST AGAINST WHICH YOUR
DISCOUNT SCHEDULE APPLIES.

THE BIDDER ACCEPTS THE FOLLOWING
UNLESS OTHERWISE SPECIFIED:

FOB DESTINATION DESTINATION
PAYMENT TERMS Net 30 NET 60 DAYS
BID IS VALID FOR 90 90 DAYS
DELIVERY WILL BE MADE IN ** 30 DAYS A.R.O.
FED. EMPLOYER ID# 38-3053466

* SIGNATURE
* NAME Linda M. Shaw-Ray
* COMPANY MOPEC INC.
* ADDRESS 21750 Coolidge Highway
* CITY, ST ZIP Oak Park MI 48237
* PHONE #(800)362-8491 FAX #(248)291-2050 WATS #

DELIVERY ** 7-10 days a.r.o on instruments, saws & blades
60-90 days a.r.o. on capital equipment



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT2613-THX 1
EFFECTIVE BEGIN DATE: 04-01-2005
EXPIRATION DATE: 03-31-2006
PAGE: 1 of 4

BUYER:

PAYMENT TERMS (%): DAYS:

VENDOR:

Thermo Electron N Americ
5225 Verona Rd

Madison, WI 53711
USA

VENDOR CONTACT:

Craig Beveroth
PHONE: 952-943-8114 EXT:
EMAIL:
VENDOR #: 43199220100

DESCRIPTION OF ITEMS CONTRACTED

Autopsy Supplies at Shandon Buying Group (SBG) Discount.
Pricing per 2005 SBG Pricing.
For customer service contact Cathy Levis at e-mail: Cathy.Levis@thermo.com or phone 800-245-6212.

RENEWAL PERIODS REMAINING

THRESHOLDS

MINIMUM ORDER AMOUNT:
MAXIMUM ORDER AMOUNT:
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT
588 Public Health, Dept Of

*FOB Ship Point - PPA
SBG Pricing
Increases
Feb. 1, 2006
(due to SBG revision)*

TOTAL \$0.00

VENDOR:

APPROVED BY:

Jeanette Chupp / June 8, 2005

THIS MA IS SUBJECT TO THE TERMS
AND CONDITIONS ATTACHED HERE
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



STATE OF IOWA
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MA# 005 CT2613-THX 1
EFFECTIVE BEGIN DATE: 04-01-2005
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PAGE: 2 of 4

| LINE NO. | QUANTITY / SERVICE DATES | UNIT | COMMODITY / DESCRIPTION | UNIT COST |
|----------|--------------------------|------|--|------------|
| 1 | 0.00000 | | 41042 Mortuary Furniture: Autopsy Tables, Cadaver Tables, Refrige Products per SBG Discount. | \$0.000000 |
| 2 | 0.00000 | | 46501 Analyzer Equipment, Medical (Not Otherwise Classified) Products at SBG Pricing. | \$0.000000 |
| 3 | 0.00000 | | 49090 Testing Instruments (Not Otherwise Classified) SBG Pricing | \$0.000000 |
| 4 | 0.00000 | | 49582 Scales, Laboratory (Animal and Human): Autopsy Scales, Under SBG Pricing. | \$0.000000 |
| 5 | 0.00000 | | 4757313 BAGS, BODY (CADAVER) SBG Pricing. | \$0.000000 |

6 96286

Freight.

FOB
Shipping Point
Prepay & Add

BILLING ADDRESS 835
DEPT OF PUBLIC HEALTH
LUCAS BLDG 6TH FLOOR
321 E 12TH ST
DES MOINES IA 50319-0075

BUYER JEANETTE CHUPP
PHONE 515-281-6288

VENDOR 25115770101
SHANDON INC
171 INDUSTRY DR
PITTSBURGH PA 15275

DEPARTMENT OF GENERAL SERVICES - PURCHASING DIVISION
Hoover State Office Bldg., Des Moines, Iowa 50319
INVITATION TO BID
SEALED BID # B070300S049
PAGE 1 OF 2
DUE DATE APR 9, 2003
DUE TIME 3:00 PM
RETURN BIDS TO:
IA DEPT OF GENERAL SERVICES
PURCHASING DIVISION
HOOVER STATE OFFICE BLDG
A-LEVEL
DES MOINES, IA 50319

NOTICE: CORRESPONDENCE MUST BE REFERRED TO PA LISTED. BIDS MUST BE ON THIS FORM TO BE CONSIDERED.
BID DOCUMENT MUST BE SIGNED. THE PURCHASING DIVISION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

| LN | COMM CODE | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|----|-----------|----------|------|-------------|------------|----------------|
|----|-----------|----------|------|-------------|------------|----------------|

SEALED BIDS MUST BE SUBMITTED ON BID DOCUMENTS PROVIDED IN HARD-COPY
FROM THE DEPT. OF GENERAL SERVICES, OPERATIONS/PURCHASING DIVISION.
ATTN: BID DOCUMENTS PRINTED FROM ANY INTERNET
WEB-SITE SHALL NOT BE ACCEPTED.

CONTRACT: CT2613, AUTOPSY PRODUCTS AND SUPPLIES
PERIOD: APRIL 15, 2003 THRU MARCH 31, 2004, RENEWABLE FOR 2 YEARS

SPECIFY NAME OF CATALOG OR PRICE LIST OFFERED, WHICH SHALL BE HELD
FIRM THRU OCTOBER 15, 2003:
CATALOG OR PRICE LIST NAME: 2003 Domestic Price List - there are other bid
PUBLICATION DATE: 01/01/03

DISCOUNT SCHEDULE WHICH SHALL BE HELD FIRM FOR THE LIFE OF THE
CONTRACT, AND APPLIES TO THE CATALOG OR PRICE LIST SPECIFIED ABOVE:
✓ PERCENT DISCOUNT FOR ORDERS WHICH TOTAL FROM \$ ZERO TO \$ 500
PERCENT DISCOUNT FOR ORDERS WHICH TOTAL FROM \$ 501 TO \$1,000
PERCENT DISCOUNT FOR ORDERS WHICH TOTAL FROM \$1,001 TO \$5,000
PERCENT DISCOUNT FOR ORDERS WHICH TOTAL FROM \$5,000 OR MORE

FREIGHT TERMS FOR ORDERS UNDER A RESULTING CONTRACT SHALL BE:
(CHECK ONE AND COMPLETE)

✓ FOB DESTINATION (NO SHIPPING OR HANDLING CHARGES INVOICED)
FOR ORDERS WHICH TOTAL \$ OR MORE.

✓ FOB SHIP POINT (SHIPPING AND HANDLING CHARGES INVOICED)
WITH SHIPPING/HANDLING CHARGES APPLIED IN THE FOLLOWING
MANNER TO EACH ORDER (SPECIFY): Freight charges
Applied by weight by total order plus handling fees.

SPECIFY RETURN PRIVILEGES FOR DAMAGED OR DEFECTIVE OR INCORRECTLY
SHIPPED PRODUCTS: Please show up on delivery and we will fix it or a credit immediately

SPECIFY PAYMENT TERMS AND METHODS OF PAYMENT ACCEPTED:
- PAYMENT TERMS ON PAPER INVOICES: Net 30 Days
- IS PAYMENT ACCEPTED VIA ELECTRONIC FUNDS TRANSFER (EFT)? YES ☐ NO ☐
- PAYMENT IS ACCEPTED ON THE MASTERCARD PROCUREMENT CARD? YES ☐ NO ☐
- CREDIT CARD OR EFT PAYMENTS SHALL RECEIVE AN ADDITIONAL
2% PERCENT PROMPT PAYMENT DISCOUNT.

CONT. ON NEXT PAGE

MAR 28 2003

VENDOR 25115770101
SHANDON INC
171 INDUSTRY DR
PITTSBURGH PA 15275



DEPARTMENT OF GENERAL SERVICES - PURCHASING DIVISION
Hoover State Office Bldg., Des Moines, Iowa 50319
INVITATION TO BID

SEALED BID # BD703005049
PAGE 2 OF 2
DUE DATE APR 9, 2003
DUE TIME 3:00 PM

| LN | COMM CODE | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|----|-----------|----------|------|-------------|------------|----------------|
|----|-----------|----------|------|-------------|------------|----------------|

WARRANTY POLICY APPLICABLE TO ALL PRODUCTS SUPPLIED: 1472.

VENDOR FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: 25-115770101
VENDOR ORDERING ADDRESS: 171 INDUSTRY DRIVE
PITTSBURGH PA 15275
VENDOR PAYMENT ADDRESS: SHANDON INC
40304 93456
UNIVERSITY AVE. 28275
CUSTOMER SERVICE CONTACT: NAME: MICHAEL J. GALE
FAX: 412-988-1138
PHONE: 800-245-6212
E-MAIL:
SPECIFY ANY AVAILABLE WEB-SITE WHERE PRODUCTS CAN BE REVIEWED
OR ORDERED: thermco.com

1 46500AS 1.00 LOT MEDICAL, AUTOPSY SUPPLIES

BID RESPONSE PACKAGES MUST INCLUDE:
- THIS 2-PAGE "INVITATION TO BID FORM"
- TWO (2) COPIES OF THE CATALOG OR
PRICE LIST AGAINST WHICH YOUR
DISCOUNT SCHEDULE APPLIES.

THE BIDDER ACCEPTS THE FOLLOWING
UNLESS OTHERWISE SPECIFIED:

FOR 171 Industry Drive
PAYMENT TERMS net 30 days
DESTINATION NET 60 DAYS
BID IS VALID FOR 90 DAYS
DELIVERY WILL BE MADE IN 7-14 30 DAYS A.R.O.
FED. EMPLOYER ID# 25-1157701

| * SIGNATURE | * NAME | * COMPANY | * ADDRESS | * CITY, ST ZIP | * PHONE # |
|----------------|----------------|----------------------|--------------------|---------------------|--|
| Carol Prossper | Carol Prossper | Thermo Electron Corp | 171 Industry Drive | Pittsburgh PA 15275 | 412-947-4083 FAX # 412-988-6151 WATS # |